The municipality has no power to authorize a stairway or other projection into the street, to the detriment of the travelling public. *Pettis v. Johnson,* 56 Ind., 139. Temporary or small encroachments are held to be properly permitted under certain restrictions, where authorized by and not in conflict with statutory or charter provisions. *Wyman v. Village of St. Johns,* 100 Mich., 571. Where a fence was erected within a street and was so maintained for thirty years, the city is estopped to deny that such fence is not the true boundary line. *City of Joliet v. Werner,* 166 Ill., 34. Yet where an obstruction was originally built under a claim of right, and had existed for ten years, the city is not estopped in an action to remove it. *City of Waterloo v. Union Mill Co.,* 72 Iowa, 437. And neither a city's acquiescence in an obstruction, or laches in resorting to legal remedies, to remove it, not the doctrine of equitable estoppel, nor prescription, can defeat the right of the city to maintain a suit in equity to remove the obstruction. *Webb v. City of Demopolis,* 95 Ala., 116.

NUISANCE—NATURE OF INJURY FROM.—ROBINSON V. DALE, 131 S. W., 308 (TEX.).—*Held,* that because the value of a person's property may be decreased, or because the risk to the property from fire is increased, by the structures necessary for the operation of a business, this does not render the business a nuisance.

The law is settled, on sound reasons, that the mere fact of the diminution of the value of complainant's property, or the increased risks from the hazards of fire, occasioned by a structure erected by a defendant near the complainant's premises, without mere, is unavailing as a ground of equitable relief. 2 Story's Eq. Jur., 925; *Rhodes v. Dunbar,* 57 Pa., 274; *Gallagher v. Flury,* 99 *Md.,* 181. For this is one of many risks and discomforts naturally incident to city life, which persons of prudence can not fail to reasonably anticipate. *Ray v. Lyons,* 10 Ala., 63. And it is a general rule that when the thing complained of is not a nuisance *per se,* but may become so, according to circumstances, and the injury apprehended is eventful or contingent, equity will not interfere; the presumption being that a person entering upon a legitimate business will conduct it in a proper way so that it will not constitute a nuisance. *Chambers v. Cramer,* 49 W. Va., 395. Anticipation of injuries is not sufficient grounds to justify an injunction, unless it appears that the party threatens or intends to conduct the business so as to constitute a nuisance *per se. Bowen v. Mauzy,* 117 Ind., 258. But this intention must be proved beyond a doubt. *Bell v. Riggs,* 38 La. Ann., 555. For it is a just sequence of the maxim, *Sic utere tuo ut alienum non laedas. Campbell v. Seaman,* 63 N. Y., 568.

PARTNERSHIP—ACCOUNTING—RIGHT TO.—WESTWOOD V. CRISSEY, 124 N. Y. SUPP., 97.—*Held,* that plaintiff having formulated an enterprise to be conducted under a partnership agreement, whereby one of his associates with the other's knowledge undertook to indorse plaintiff's notes to enable him to furnish his share of the advances necessary to be made by the firm, is entitled to a fair proportion of the profits, though his associates purported to expel him from the firm for non payment of his